



**BHARAT GOLD MINES LIMITED**  
(A Public Sector Enterprise)

Reg. Office: Suvarna Bhavan, P.O. Oorgaum, Kolar Gold Fields – 563 120  
Ph: 08153 – 260274, Fax: 08153 – 260274, email: osdbgml@gmail.com

**TENDER DOCUMENT FOR**  
**“Selection of Transaction Advisor for sale/ disposal of Tailings of**  
**Bharat Gold Mines Limited (BGML), KGF”**

FOR

**Bharat Gold Mines Limited**

Tender No: BGML/TA\_Tender/2022-23/1

Not transferable

**BHARAT GOLD MINES LIMITED**

(A Public Sector Enterprise)

Reg. Office: Suvarna Bhavan, P.O. Oorgaum, Kolar Gold Fields – 563 120

Phone: 08153-295582/295581; email id: osdbgml@gmail.com

NIT No: BGML/TA\_Tender/2022-23/1

Dated: 31.10.2022

**NOTICE INVITING TENDER**

The Bharat Gold Mines Ltd., a Public Sector Enterprise invites Tender in Two Bid system i.e. (i) Technical Bid; and (ii) Price Bid from the qualified firms/companies.

2. The tender documents can be downloaded from the website of e-Tendering portal (<https://mines.euniwizarde.com>). The bidders are required to study complete bid / tender document carefully before submitting the same. All the documents in support of eligibility criteria may be scanned and uploaded online only. The tender submitted after the due date and time and through any other means (other than through e portal stated above shall be summarily rejected).

3. One bidder is allowed to submit only one bid/ tender. The schedule for the submission of the tender, opening of bids etc., is as follows.

**SCHEDULE TO TENDER**

<b>Publication of NIT</b>	<b>Monday, 31 October, 2022</b>
<b>Bid Document Download/Start Date</b>	<b>Monday, 31 October, 2022</b>
<b>Bid Submission Start Date</b>	<b>Monday, 31 October, 2022</b>
<b>Pre-Bid Conference</b>	<b>Monday, 14 November, 2022</b>
<b>Publication Of Responses To Queries</b>	<b>Friday, 18 November, 2022</b>
<b>Bid Submission Last Date</b>	<b>Monday, 28 November, 2022 at 18.00 hrs</b>
<b>Bid Opening Date</b>	<b>Tuesday, 29 November, 2022 at 12.00 hrs</b>
<b>Declaration Of Successful Bidder</b>	<b>Monday, 5 December, 2022</b>

4. Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only) shall be paid through e-Tendering portal. Earnest Money in cash/ cheque or any other form will not be accepted. A Bid (Tender) not accompanied by the EMD shall be rejected by the BGML as being non responsive at the bid opening stage itself.

5. The BGML reserves the right to accept or reject any or all the bids/tenders at any time without assigning any reason, thereof.

**Encl.: Terms and Condition and other instructions relating to this e tender.**

Sd/-

Officer on Special Duty  
Bharat Gold Mines Limited

## **1. GENERAL:**

- a) Interested bidders may submit their quotation and Bidders are requested to read the instructions carefully as per the tender document. Any corrigendum/addendum regarding this tender will be made available in e-Tendering portal (<https://mines.euniwizarde.com>)
- b) Technical bid and Price bid should be submitted through online mode only.
- c) The tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e., there is no guarantee for award of work in participation of tendering process.
- d) The tender shall contain the name, address of residence and place of business of Bidder and shall be digitally signed by the Bidder.
- e) Selection of a Transaction Advisor from amongst the Bidders would be made in accordance with the method of selection specified in Para 4 of Bid Document.
- f) Bidder should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment/job and local conditions, bidders are encouraged to attend a pre-bid conference. Attending the pre-conference is optional.
- g) Bidders shall bear all costs associated with the preparation and submission of their proposals. The BGML is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- h) By virtue of applying for E-Tender, the bidder binds itself to the terms and conditions of E-Tender including those arising out of the award of the work/ contract.
- i) Bidder should take into account the corrigendum / Addendum if any issued by BGML from time to time before submitting the bids.
- j) Filling all the fields in both technical and Price bids in words or figure is mandatory. Incomplete bid will summarily be rejected at the discretion of the authorized officer for the purpose.

## **2. BACKGROUND**

- a) Bharat Gold Mines Limited (BGML), a Public Sector Undertaking was incorporated in April, 1972 under the administrative control of Department of Mines, Government of India with its office at Kolar Gold Fields (KGF). BGML was engaged in (i) mining and production of gold mainly in KGF and (ii) in a few smaller operations in Andhra Pradesh.
- b) When the operations of BGML become economically unviable, it was closed with effect from 01.03.2001 under Section 25(O) of the Industrial Disputes Act, 1947 in terms of Ministry of Labour's order dated 29.01.2001.

- c) Central Cabinet in the year 2006 had decided to dispose of the assets of BGML. Due to passage of time, various changes have taken place with diverse issues emerging and consequently the decision of the Cabinet could not be implemented.
- d) BGML is now inviting bids from reputed Transaction Advisors, having global experience in similar work, for sale of its Tailings Dump (processed ore) located at KGF (hereinafter referred to as the 'Assignment').

### **3. SCOPE OF SERVICES**

The Assignment will be undertaken in three phases as below:

- Phase I – Preparatory Phase
- Phase II – Auction Phase
- Phase III – Post Auction Phase

#### **3.1 Broad scope of services of the Transaction Advisor under the **Phase I (Preparatory Phase)** of the assignment are as under:**

- a) Transaction Advisor shall undertake situation assessment, legal status of the tailing dumps (including any pending-ongoing litigation) and review the current condition of the dumps;
- b) Transaction Advisor shall undertake stakeholder consultations to be able to assess the market expectations such as:
  - Market players outlook on:
    - (i) suitability of the auction criteria (revenue share, absolute sale amount etc.).
    - (ii) timing of pay-outs to Client (one time upfront, regular periodic, linked to production etc.).
  - Views on requirement of additional non-mineralized land parcel for setting up / carrying out of ancillary activities such as beneficiation/processing of dumps. Such non- mineralized land parcel may be located close to the dumps, so as to improve the financial viability.
  - Time period required by market players for processing / sale of the entire quantum of dumps.
  - Other discussion points, if any.

Transaction Advisor must reach out to global players having relevant experience of such gold ore mill tailing dumps mining / processing across other relevant geographies.

- c) Based on the studies conducted by IBM & NFTDC and considering any relevant feedback from market players, the Transaction Advisor shall undertake the indicative valuation of the dumps. The valuation should result in estimating the likely reserve price for the dumps.

- d) Transaction Advisor shall finalize the auction design and e-auction process including the selection of suitable auction criteria.
- e) Transaction Advisor shall prepare the information memorandum for prospective bidders containing key information like details of dumps, grade of minerals presents in the dumps, status of statutory approvals etc. The technical data available with BGML/ Ministry of Mines pertaining to these dumps may also be annexed along with the IM.
- f) Transaction Advisor shall develop the tender document and other legal documents (NIT, sale agreement, format of Bid documents, addendum/ corrigendum – if required etc.)
- g) Transaction Advisor should appoint the e-auction platform provider for hosting the auction process as per the approved auction design and tender terms and conditions. The cost for the same shall be borne by the Transaction Advisor.

**3.2** The broad scope of services of the Transaction Advisor under the Phase II (Auction Phase) of the assignment is provided below:

- a) Transaction Advisor shall assist the Client in launching the e-auction process and uploading the required information on the e-auction portal.
- b) Transaction Advisor shall assist the Client in publishing Notice Inviting Tender (NIT) in regional and national level newspapers, websites of Government Departments etc., and in international markets, if required.
- c) Transaction Advisor shall assist the Client in conducting road shows and pre-bid conferences domestically and internationally, if required.
- d) Transaction Advisor shall assist the Client in organizing site visits as may be requested by the prospective bidders.

***All expenses related to such promotional activities/ advertisements/ road shows/ pre-bid conferences/ site visits/ surveys etc. shall be borne by the Client directly.***

- e) Transaction Advisor shall assist the Client in compiling the queries received from the prospective bidders, preparing responses to them and carry out appropriate customization of tender document and concession terms (if required) with the assistance of the legal sub-consultant and issue any addenda/ corrigenda.
- f) Transaction Advisor shall assist the Client in evaluation of the technical bids received and short listing of technically qualified bidders for the financial bidding round.
- g) Transaction Advisor shall coordinate with the e-auction platform provider to conduct the e-auctions of tailing dumps.
- h) Transaction Advisor shall assist the Client in preparing and publishing the relevant notices regarding the declaration of successful bidder.

**3.3** The broad scope of services of the Transaction Advisor under Phase III (Post Auction Phase) of the Assignment is provided below:

- a) Transaction Advisor shall assist the Client in evaluating that all terms and conditions required to be satisfied by the successful bidder have been complied with (e.g. required payments have been made, corporate authorisations are in place etc.)
- b) Transaction Advisor shall assist the Client in execution of the relevant concession agreement with the successful bidders and other documents needed for consummation of the transaction.

Transaction Advisor may avail the services of a technical and legal sub-consultant on in-house or out-sourcing model. However, the Transaction Advisor will be solely applicable for the timely submission and accuracy of the deliverables.

#### **4. ELIGIBILITY:**

##### ***4.1 Pre-Qualification Criteria***

A Bidder must meet Pre-Qualification Criteria are specified hereunder in order to qualify for next stage of evaluation:

- a) Bidder shall have an average annual revenue of Rs 250 crores (Rupees two hundred fifty crores) OR USD [3,03,81,225] per annum, for last three years (excluding revenues from IT implementation, ERP, Audit, Taxation).
- b) Bidder must have international experience of minimum 2 transactions in following countries - Canada, USA, South Africa, Russia and Australia in sale of minerals through auction for quantity not less than 25% of the quantity of existing dump available with BGML. [approx. 32 million tonnes]
- c) A Consortium of a maximum of two firms is permitted to participate in the bidding process. However, the consortium should clearly identify the Lead Member in the consortium. A consortium agreement shall be signed between the consortium members before submission of their bid. Format for such consortium agreement is placed at **Annexure - 8**. Any entity submitting bid independently or as a Consortium Member shall not be entitled to submit another bid either independently or as a member of any other Consortium, as the case may be.
- d) Bidder can use technical credentials of one firm and financial credentials of the other firm to meet the technical and financial criteria respectively.
- e) Bidder should not have been blacklisted as on the bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government Undertaking. In case of an entity, with overseas experience only, it should not be blacklisted in the Country in which it operates / is registered.
- f) Bidder should not have Conflict of Interest as per clause [Para -6]

## 4.2 Technical Score Criteria

Technical Score of the Bidder shall be evaluated as per Technical Score system provided hereunder:

S. No	Marking Heads	Marks	Sub Marks
1	<p>Experience over last five years in terms of number of tailings / dumps (quantity not less than 25% of the quantity of existing dump available with BGML) for which consultant has completed any of the following work (anywhere across the globe).</p> <ul style="list-style-type: none"> <li>Valuation / Reserve Price Estimation</li> </ul> <p>Selection of processor.</p> <p>Feasibility Study</p> <p>Note:</p> <ul style="list-style-type: none"> <li>Both ongoing as well as completed assignments/projects are relevant</li> <li>Relevant portion of Grant Order/contract/lease deed/Client completion certificate to be submitted. For confidential engagements, bidder may submit sanitized details supported by CA certificate / self-certification from the Managing Director of bidder's to ascertain authenticity.</li> </ul>	30	<p>2 Marks for each mine auctioned/ value estimation by bidder.</p> <p>Maximum marks: 30</p>
2	<p>Experience over last five years in terms of sale of processed mineral ore in following countries - South Africa, Russia Australia, USA &amp; Canada, in sale of minerals of quantity not less than 25% of the quantity of existing dump available with BGML. Minimum 2 sales of processed mineral ore handled in South Africa/ Russia/ Australia/USA/Canada.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>Sale of both processed ore and metals will be considered for evaluation</li> <li>Both ongoing as well as completed</li> </ul>	20	<p>5 marks for each auction process.</p> <p>Maximum Marks: 20</p>

	auctions are relevant.		
3	Proposed Project Team	20	Minimum Qualification and Marking criteria for Project Team are specified in table below.
3A	<p>Team Leader</p> <ul style="list-style-type: none"> <li>• MBA(Fin) / CA / CMA/CFA or equivalent Minimum experience of 10 years required in transaction advisory in mining and minerals sector</li> <li>• Full time employment with the firm of minimum two years</li> <li>• Experience in successful auction of minimum five mineral blocks</li> </ul>	10	<p>5 Marks for additional 3 years of experience</p> <p>Maximum Marks: 10</p>
3B	<p>Project Manager</p> <ul style="list-style-type: none"> <li>• MBA(Fin) / CA / CMA/CFA or equivalent Minimum experience of 10 years required in transaction advisory in mining and minerals sector</li> <li>• Full time employment with the firm for minimum two years</li> <li>• Experience in successful auction of minimum five mineral blocks</li> </ul>	10	<p>5 Marks for additional 3 years of experience</p> <p>Maximum Marks: 10</p>
4.	Proposed time line for completing the Transaction	10	Maximum marks for 3 months. Deduction of 3 marks for each additional month.
5	Interactions/interviews with the proposed team during presentation	20	Maximum Marks 20

Bidder must score minimum 70 marks out of total 100 marks in Technical Marking Section specified herein above. The bids of bidders obtaining lower than 70 score will be declared disqualified and not be processed further.

#### **4.3 Evaluation of Price Bid and Financial Score**

The Price Bid of only Technically qualified (Bidders passing Responsiveness Tests and meeting Pre-Qualification Criteria and obtaining minimum 70 marks in the Technical score system as specified above) Bidders shall be opened. The Bidder shall be required to Quote

Advisory Fees for the Scope as per the Price Bid format provided in Annexure 1. The Fees quoted shall be considered for Price Bid evaluation and determining the Financial Score.

**Financial Score (FiS) = 100 x FiL/FiC**

Where;

FiL is the L1 (Lowest Bidder)'s advisory Fees

FiC is the Consulting Fees quoted by Bidder

Bidder scoring Lowest charges shall be given 100 marks

#### **4.4 Composite Score**

The Composite Score of the Bidder shall be determined by combining Technical and Financial Scores based on following formula;

**Composite Score (CS) = Technical Score (TeS) \* 0.70 + Financial Score (Fis) \* 0.30**

The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.

The Bidder Obtaining Highest Composite Score shall be generally declared as Preferred Bidder. After negotiations at the discretion of BGML, the LOA would be granted to the preferred bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

### **5. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

- a) Bidder may request a clarification on any clause of the Bid before the Bid Submission as per the NIT.
- b) Any request for clarification must be sent in writing or by standard electronic means to the BGML. The BGML may, if deemed fit, respond in writing, or by standard electronic means and will publish the written copies of the response (including an explanation of the query but without identifying the source of inquiry) on the e-Portal for all prospective bidders.
- c) At any time before the submission of Proposals, the BGML may amend the Bid document by issuing a corrigendum in writing or by standard electronic means, and publish it on the <https://mines.euniwizarde.com> Portal, which will be binding in nature.
- d) All such clarifications/modifications will form an integral part of Bid document.

### **6. CONFLICT OF INTEREST**

- a) It requires that Transaction Advisor provide professional, objective and impartial advice and at all times, hold the BGML's interests, paramount, strictly avoid conflicts

with other assignment/jobs or their own corporate interest and act without any consideration for future work.

- b) A Transaction Advisor (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the BGML's staff who is directly or indirectly involved in any part of the preparation of the Terms of Reference of the assignment/job; the selection process for such assignment/job; or supervision of the Contract; may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the BGML throughout the selection process and the execution of the Contract.
- c) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BGML, or that may reasonable be perceived as having this effect. If the Bidder fails to disclose said situations and if the BGML comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

## **7. TAXES**

- a) The Bidder shall fully familiarize themselves about the rates applicable (such as GST or any other applicable tax) on amounts payable by the BGML under the Contract. The financial bid shall be inclusive of all such taxes.
- b) The Bidders shall express the price of their assignment in Indian Rupees.

## **8. EARNEST MONEY DEPOSIT**

- a) Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs Only) shall be paid through e-Tendering portal. Earnest Money in cash/ cheque or any other form will not be accepted. A Bid (Tender) not accompanied by the EMD shall be rejected by the BGML as being non responsive at the bid opening stage itself.
- b) Non-submission of EMD or submission thereof after closure of online bidding time, will make the bidder disqualified and that bid will not be considered and would be rejected summarily.
- c) No interest shall be payable by the BGML for the sum deposited as EMD.
- d) The EMD shall be forfeited by the BGML in the following events:
  - (i) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
  - (ii) Proposal is varied or modified in a manner not acceptable to the BGML after opening of Proposal during the validity period or any extension thereof.
  - (iii) If the Bidder tries to influence the evaluation process.
  - (iv) If the L1 Bidder withdraws his proposal during contract / negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

## 9. **ONLINE SUBMISSION OF TENDER**

- a. The tender shall be submitted online in two bid “Technical / price bid”. The Following Documents in support of the eligibility criteria/ tender conditions should be digitally signed, scanned and uploaded online in pdf format.
- b. The bidder must give an undertaking that it has not been banned/ blacklisted/ de-listed by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment and no bankruptcy/ liquidation proceedings have been initiated against it by any entity/ government or quasi-government agency or PSU.
- c. The time schedule should be provided by the bidders while submitting their proposal as per below format :

<b>Milestone (Deliverables)</b>	<b>Time period submission</b>
Phase I – Preparatory Phase	
Phase II – Auction Phase	
Phase III – Post Auction Phase	

## 10. **AWARD OF CONTRACT**

- a. After completing bidding process, the BGML shall issue a Letter of Intent to the selected Bidder.
- b. The Bidders will sign the contract after fulfilling all the formalities/ pre-conditions within 15 days of issuance of the Letter of Intent.
- c. The Bidder is expected to commence the assignment/job on the date and at the location specified in the Bid document.

## 11. **CONFIDENTIALITY**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provision of the GoI’s anti-fraud and corruption policy.

## 12. **PERFORMANCE SECURITY**

- a. The selected Transaction Advisor shall furnish performance security to the BGML for an amount of 10% of contract value within 15 days of the receipt of the Letter of Intent.
- b. The proceeds of the performance security shall be payable to the BGML as compensation for any loss accrued while completing the Assignment/ Contract.
- c. EMD will be discharged by the BGML to the successful bidder after receipt of the Performance Security.
- d. The performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank.
- e. Performance Guarantee will be returned within a period of Six month after successful completion of assignment.
- f. Security amount in full or part may be forfeited in the following cases without issuing any notice:
  - (i) When the terms and conditions of contract is breached.
  - (ii) When the bidder fails to make complete the assignment satisfactorily.
  - (iii) When contract is being terminated due to non-performance of the bidder.
  - (iv) Notice of reasonable time will be given in case of forfeiture of security deposit.

## 13. **DELAYS, LIQUIDATED DAMAGES**

In case of extension in the assignment completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Contract / work completion, which the bidder has failed to complete the work:

Condition	Liquidated damages (%)
Delay of 3 weeks beyond the period of completion of work as per submitted timeline by the successful Bidder	2.5 %
Delay exceeding 3 weeks but not exceeding 5 weeks beyond the period of completion of work as per submitted timeline by the successful Bidder	5.0 %
Delay exceeding 5 weeks but not exceeding 7 weeks beyond the period of Completion of work as per submitted timeline by the successful Bidder	7.5 %
Delay exceeding 7 weeks beyond Completion of work.	10%

Note:

- a) The maximum amount of liquidated damages shall be 10% of total value of contract.
- b) If the consultant requires an extension of time in completion of contractual work on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance, with justifications, but not after the stipulated date of completion of assignment.
- c) Completion period may be extended with or without liquidated damages..

#### **14. FORCE MAJEURE**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any war, or hostility, acts of God (hereinafter referred to as events), provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall, by reason of such event, be entitled to terminate this contract nor shall either party shall have any such claims for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract.

#### **15. ARBITRATION**

In case of dispute of any kind, the Transaction Advisor shall abide by the decision of the Managing Director, BGML. In case the dispute is required to be referred to Arbitration, it shall be referred to the sole arbitrator under Arbitration and Conciliation Act, 1996 to be appointed by the BGML. The place of settlement of dispute shall be Karnataka. In case the settlement of dispute is sought through the Courts, it will be in the jurisdiction of the High Courts at Karnataka.

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**ANNEXURE - 1**

**LETTER OF AUTHORISATION FOR PRE BID CONFERENCE**

To,  
The Officer on Special Duty  
Bharat Gold Mines Limited,  
Suvarna Bhavan,  
P.O.Oorgaum,  
Kolar Gold Fields – 563 120.

Subject: Authorization for attending pre-bid conference on (date) in the tender no. \_\_\_\_\_ of BGML.

Dear Sir,

Following persons are hereby authorized to attend the pre-bid conference for the tender mentioned above on behalf of(Bidder) in order of preference given

Below: -

Order of Preference	Name	Specimen signature
1.		
2.		

(Signature of bidder or Officer authorized to sign  
the bid documents on behalf of the bidder)

Note: maximum of two representatives will be permitted to attend pre-bid conference.

**DECLARATION REGARDING BLACKLISTING/ DEBARRING FORM**

1. I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----  
-----

hereby declare that the firm/company namely M/S.-----  
---has not been blacklisted or debarred in the past by BGML or any other Government organization from taking part in Government tenders.

Or

2. I / We Proprietor/ Partner(s)/ Director(s) of M/S.-----  
-----

hereby declare that the firm/company namely M/S.-----  
-was blacklisted or debarred by BGML, or any other Government Department from taking part in Government tenders for a period of -----years w.e.f.----- ----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

(Fill only one of the above points whichever is applicable) In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o Officer on Special Duty, BGML, Suvarna Bhavan, P.O.Oorgaum, KGF – 563120 and EMD/SD shall be forfeited.

Signature -----

Name -----

Capacity in which as signed: ----- Name & address of the firm: -----  
-----

Date:  
seal

Signature of Bidder with

**TECHNICAL BID**

1.	Name of Tendering Company/ Firm / Agency (Attach certificate of registration)		
2.	Type of Firm i.e. Proprietorship /Partnership or company registered under company Act 1956 (Attach Self Attested copy)		
3.	Name of proprietor / Director of Company/Firm/agency		
4.	Full Address of Reg. Office with Telephone No., & E-Mail		
5.	Full address of Operating/Branch office with Telephone No., & E-Mail		
6	PAN / GIR/TAN No (Attach Self Attested copy)		
7	GST No. (Attach Self Attested copy)		
8	The annual turnover of the Bidder should be at least Rs. 250.00 Crores, and copies of audited accounts or by a certificate from the Chartered Accountant, for the previous Financial year shall be submitted		
9	Bidder must have international experience of minimum 2 transactions in following countries - Canada, USA, South Africa, Russia and Australia in sale of minerals through auction for quantity not less than 25% of the quantity of existing dump available with BGML. [approx. 32 million tonnes]. Self-Attested copy of experience certificates may be provided. The summary of the same can be tabulated in the given format in chronological order		
10. Details of client along with address, telephone numbers		Amount of Contract in Rs.	Period of Experience
11.	Additional information, if any (Attach Self Attested copy)		

Date:

Signature of authorized person with seal

**PRICE BID**

Success Fee

Particular	Total Fee Quote
i. Fee Minimum in rupees (In lakhs upto three decimals)	[Insert fee in INR Lakh up to three decimals]
ii. Success fee (to be charged to successful bidder) in lakhs upto three decimals	
iii. Total Fee (i + ii) in Rupees in Lakhs up to three decimals	

**Signature and Seal of the Bidder**

**FORMAT OF PERFORMANCE BANK GUARANTEE**  
**PERFORMANCE BANK GUARANTEE**

To

-----

- a) WHEREAS -----(hereinafter called “the Transaction Advisor”) has undertaken, in pursuance of contract No. .... dated to
- b) provide best services for BGML (herein after called “the contract”).
- c) AND WHEREAS it has been stipulated by you in the said contract that the Transaction Advisor shall furnish you with a bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract. AND WHEREAS we have agreed to give the Consultant such a bank guarantee;
- d) NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Transaction Advisor, up to a total of Rs ----- (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Transaction Advisor to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs ----- -- as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
- e) We hereby waive the necessity of your demanding the said debt from the Transaction Advisor before presenting us with the demand.
- f) We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Transaction Advisor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
- g) This BANK GUARANTEE shall be interpreted in accordance with the laws of India.
- h) The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.
- i) This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of Bharat Gold Mines Limited in writing.

- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- k) This guarantee will remain in force up to and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.
- l) This guarantee shall be valid until the completion of work schedule.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**TENDER ACCEPTANCE LETTER**

(To be given on Company/Firm Letter Head)

To,  
The Officer on Special Duty  
Bharat Gold Mines Limited,  
Suvarna Bhavan,  
P.O.Oorgaam,  
Kolar Gold Fields – 563 120.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

- a) I / We have downloaded / obtained the tender document(s) for the above-mentioned Tender / Work from the web site(s) namely:  
as per your advertisement, given in the above-mentioned website(s).
- b) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No....to.... [including all documents like annexure(s), schedule(s), etc.], which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- c) I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality / entirety.
- d) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- e) I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your Company/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours sincerely,

(Signature of the Bidder with official seal)

**BID DECLARATION FORM**

NIT No: BGML/TA\_Tender/2022-23/1

Dated: \_\_\_\_\_

To

The Officer on Special Duty,  
Bharat Gold Mines Limited,  
Suvarna Bhavan, P.O. Oorgaum,  
Kolar Gold Fields -563120.

Sir,

- a) Having examined the terms and conditions of contract including annexures/enclosures the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of “Transaction Advisor for sale/ disposal of Tailings of Bharat Gold Mines Limited (BGML), KGF” to the Bharat Gold Mines Limited in conformity with the terms & conditions of contract attached herewith and made part of this Bid.
- b) We undertake if our Bid is accepted, we will provide services in accordance with terms and conditions stipulated in the tender document.
- c) Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- d) We understand that you are not bound to accept the lowest or any bid, you may receive.

Signature of Authorized Signatory with seal

**Format for Consortium Agreement (In case of Consortium)**

**(To be appropriately stamped and notarized)**

**(To be submitted by the lead member)**

THIS Consortium Agreement ("**Agreement**") is executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between

1. M/s[insert name of Lead Member] \_\_\_\_\_  
[a limited liability partnership OR company] incorporated under the laws of \_\_\_\_\_ and having its [Registered Office OR Principal Place of Business] at \_\_\_\_\_, having CIN / LLPIN/ registration/incorporation number (if applicable) \_\_\_\_\_ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns);
  
2. M/s \_\_\_\_\_ [a limited liability partnership OR company] incorporated under the laws of \_\_\_\_\_ and having its [Registered Office OR Principal Place of Business] at \_\_\_\_\_, having CIN / LLPIN/ registration/incorporation number (if applicable) \_\_\_\_\_ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns);
  
3. M/s \_\_\_\_\_ [a limited liability partnership OR company] incorporated under the laws of \_\_\_\_\_ and having its [Registered Office OR Principal Place of Business] at \_\_\_\_\_, having CIN / LLPIN/ registration/incorporation number (if applicable) \_\_\_\_\_ (hereinafter called the "**Member-3**", which expression shall include its successors, executors and permitted assigns);
  
4. M/s \_\_\_\_\_ [a limited liability partnership OR company] incorporated under the laws of \_\_\_\_\_ and having its [Registered Office OR Principal Place of Business] at \_\_\_\_\_, having CIN / LLPIN/ registration/incorporation number (if applicable) \_\_\_\_\_ (hereinafter called the "**Member-4**", which expression shall include its successors, executors and permitted assigns); and

for the purpose of participating in the Request for Proposal (RFP) dated [i ns ert d at e ] issued by Bharat Gold Mines limited (BGML) for the selection of a Transaction Advisor (TA) for sale/ disposal of tailings of BGML.

**WHEREAS**, each Member individually shall be referred to as the "**Member**" and all of the Members shall be collectively referred to as the "**Members**"in this Agreement.

**WHEREAS**the Instructions for submitting the bid as per the RFP stipulates that in case the bid is being submitted by a Consortium of Interested Bidders, the Consortium Members will have to submit a legally enforceable Consortium Agreement in a format specified by BGML.

Capitalised terms used in this Agreement but not defined herein shall have the meaning as per RFP.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Consortium Members and Members to the Agreement do hereby Unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, Member-3, \_\_\_\_\_, and Member-4, \_\_\_\_\_and to submit the bid;
2. We have formed consortium comprising \_\_\_\_\_ members as follows:
  1. \_\_\_\_\_(Insert name)
  2. \_\_\_\_\_(Insert name)
  3. \_\_\_\_\_(Insert name)
  4. \_\_\_\_\_(Insert name)
3. We undertake that after the submission of the bid, the composition of the Consortium shall be maintained for a period as specified in the RFP, if it is shortlisted as the Successful Bidder.
4. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
5. It is clarified that in case the Consortium forms the Consortium SPV as an LLP/partnership and not a company, such participation shall be construed to mean partnership interest in the partnership.
6. The Members of the Consortium shall be jointly responsible and liable for the Consortium to fulfil all of its obligations relating to the RFP including inter alia the RFP and Definitive Agreement(s) entered into by Consortium of Consortium SPV. The Lead Member shall, irrespective of its financial commitment to the Consortium, additionally be severally responsible for ensuring the individual and collective commitment of each of the members of the Consortium in discharging all of their respective obligations in connection with the RFP and any other documents related to Transaction such as RFP, Definitive Agreement(s) and Lead Member shall

be liable for consequences of breach of the aforesaid documents by the members of Consortium.

7. The Lead Member, on behalf of the Consortium, shall *inter aliabe* responsible for liaising with any authority or persons as required and to do all acts necessary for and on behalf of the Consortium.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Consortium Members under this Agreement.
9. This Agreement shall come into effect on the day first above written, and shall remain valid until the Consortium has any unfulfilled obligation. In the event however the Consortium is the successful bidder and the Consortium SPV signs the Definitive Agreement(s) this Agreement will be valid for so long as the Consortium SPV has any unfulfilled obligations under such agreements.
10. This Agreement shall be construed and interpreted in accordance with the laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.
11. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the RFP.
12. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the RFP except with prior written consent of BGML.
13. We acknowledge that we have read and understood the Preliminary Information Memorandum and the RFP and will abide by all the terms and conditions mentioned therein. We will also always abide by the terms of the RFP and any other document applicable to us, issued by BGML. In case of any inconsistency between this Agreement and aforesaid documents, the terms of the aforesaid documents will apply.
14. This Agreement:
  - (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

(iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of BGML.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

<p>Witnessed by:</p>   <p>Signature:</p>   <p>Name:</p> <p>Address:</p>	<p>FOR [<i>Insert name of Member-1/ Lead Member</i>]</p>   <p>_____ (Signature, Name &amp; Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
<p>Witnessed by:</p>   <p>Signature:</p>   <p>Name:</p> <p>Address:</p>	<p>FOR [<i>Insert name of Member-2</i>]</p>   <p>_____ (Signature, Name &amp; Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)</p>
<p>Witnessed by:</p>   <p>Signature:</p>   <p>Name:</p>	<p>FOR [<i>Insert name of Member-3</i>]</p>   <p>_____ (Signature, Name &amp; Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership</p>

Address:	deed governing such partnership dated [●]/any similar authorization)
Witnessed by:	FOR [ <i>Insert name of Member-4</i> ]
Signature:	_____ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●]/any similar authorization)
Name:	deed governing such partnership dated [●]/any similar authorization)
Address:	

*[Signature and stamp of Notary of the place of execution]*

[To affix common seal, if applicable]

**Important Instruction**

**s:**

For a Consortium Agreement executed and issued overseas, the document will also have to be legalized using a different procedure as per applicable law. The document shall also be duly stamped and notarized.